

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PasswordBank Technologies, Inc.		07/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Symantec Corporation		
Street Address:	350 Ellis Street		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3869981	PASSWORDBANK	
Registration Number:	3930237	THE IAM & SSO COMPANY	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Linda M. Goldman, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25389-00070-2185		
NAME OF SUBMITTER:	Linda M. Goldman, Esq.		
Signature:	/img/		

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Date:

07/24/2013

Total Attachments: 5

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This TRADEMARK ASSIGNMENT AGREEMENT (Agreement) is made on 1 July 2013

BETWEEN

- (1) Passwordbank Technologies, S.L., a limited liability company incorporated under Spanish legislation, with corporate address at Sant Just Desvern (Barcelona), Constitució, 3 P2 PTA. 6, and registered with the Commercial Registry of Barcelona under number B-64739691 (the **Assignor 1, the Company or Twilight**), represented by Mr. Alfredo Arnalz Miguel, of legal age, Spanish by nationality, with professional domicile at Sant Just Desvern (Barcelona), Constitució, 3 P2 PTA. 6, and holder of Spanish National Identification Number 40985004Q in force, by virtue of his faculties derived from his post as a member of the board of directors of the Company by virtue of public deed granted before the Notary Public of Barcelona, Mr. Leopoldo Martínez de Salinas Alonso, on 11 December 2009, under number 3172 of his file, duly registered with the Commercial Registry of Barcelona; and by virtue of the resolution of the board of directors of 16 May 2013.
- (2) Passwordbank Technologies, Inc., a company incorporated and existing under the laws of Delaware whose registered office is at 440 N. Wolfe Road, Sunnyvale, CA 94085 (the **Assignor 2, the Subsidiary or Twilight USA**) represented by Mr. Roger Casals Andreu, of legal age, Spanish by nationality, with professional domicile at 107 Aurora Ln, Los Gatos, 95032, CA, USA and holder of Spanish National Identification Number 46.344.823 F in force, by virtue of his faculties derived from his post as a Chairman of the Subsidiary.

Twilight and Twilight USA, are hereinafter collectively referred to as the **Assignors**.

- (3) Symantec Corporation, a company incorporated and existing under the laws of Delaware, whose registered office is at 350 Ellis Street, Mountain View, California 94043 (**Symantec Corporation**), represented by Íñigo del Val Torre, of legal age, Spanish by nationality, with professional domicile at Pedro de Valdivia 10, 28006, Madrid, and holder of Spanish Identification Number 30692448-Y in force, by virtue of his faculties derived from the power of attorney granted by Symantec Corporation on 31 May 2013, before the Notary Public of California, Ms. Janice E. Baker.
- (4) Symantec Limited, a company incorporated and existing under the laws of Ireland, whose registered office is at 6th Floor, South Bank House, Barrow Street, Dublin 4, Ireland, duly registered with the Companies Registration Office of Ireland under number 159355 (**Assignee**), represented by María Pérez-Hernández Durán, of legal age, Spanish by nationality, with professional domicile at Pedro de Valdivia 10, 28006, Madrid, and holder of Spanish Identification Number 51106083-Z in force, by virtue of his faculties derived from the power of attorney granted by Symantec Limited on 6 June 2013, before the Notary Public of Ireland, Mr. Paul Brennan.

Syantec Corporation and Syantec Limited are hereinafter collectively referred to as the **Assignees**, and individually as an **Assignee**.

The Assignors and the Assignees shall be hereinafter jointly referred to as the **Parties** and individually as a **Party**.

WHEREAS:

- (A) The Assignors and the Assignees, among others, entered into an Assets Sale and Purchase Agreement on 17 May, 2013 (the **APA**) with the purpose of agreeing on the sale and purchase of certain assets which include the trademarks listed in Exhibit 1 (**Trademarks**) and regulating how the assets and liabilities should be transferred from the Assignors to the Assignees.
- (B) Upon compliance with certain conditions contained in the APA, the Parties committed to execute the APA on Public Deed before a Notary Public (the **Closing Deed**) by virtue of which the Parties represent that the transfer of the assets has been carried out with full effects.
- (C) That the Parties have agreed to sign this Trademark Assignment Agreement by virtue of which they confirm that the Trademarks are fully transferred.

NOW THEREFORE the Parties agree as follows:

1. TRANSFER OF TRADEMARK

- 1.1 Further to Clause 2.1 of the APA, the Assignors assign to the Assignees such right, title and interest as it holds in the Trademarks together with all goodwill associated with the use of the Trademarks.
- 1.2 The specific Assignors and Assignees transferring each of the Trademarks are detailed in Exhibit 1.
- 1.3 This assignment includes all rights and benefits relating to the Trademarks including (without limitation) any right the Assignors may have to bring action and claim relief in respect of any infringement of the rights constituting the Trademarks whether occurring before, on, or after the date of this Agreement.
- 1.4 The Assignors agree, at the request and cost of the Assignees, to provide all reasonable assistance to the Assignees in connection with bringing or defending any proceedings in relation to the Trademarks.
- 1.5 Without prejudice to the application of Clause 3, the Assignors and Assignees, in this act execute the documents necessary to record with the relevant registry the transfer of the Spanish trademark number 2767099 in the forms attached in Exhibit 2. The rest of the trademarks will be registered upon execution of this Agreement.
- 1.6 The Assignors transfer in this act to the Assignees all records, data and information (in any medium) in the Assignor's possession, power or control (or those of its professional advisers and agents) which relate to the Trademarks and, if any information, record or data may be pending, commits to transfer it as soon as reasonably possible after the date of this Agreement.

2. PURCHASE PRICE, REPRESENTATIONS AND WARRANTIES, LIABILITY AND OTHER COMMITMENTS

- 2.1 The determination and payment of the purchase price of the Trademarks is ruled by Clause 4 of the APA which is known and accepted by both Parties and executed into Public Deed at the same date of this Agreement.

- 2.2 The Assignors hereby declare to have received the purchase price.
- 2.3 The transfer of the Trademarks is ruled by the provisions contained in the APA, included but not limited to the commitments, representations or warranties contained in Clause 11 (Sellers' Warranties and Undertakings), 12 (Purchasers' Warranties and Undertakings), 14 (Specific Indemnities), 15 (Guarantors), 16 (Conduct of Third Party Claims and Claims), 19 (Announcements and Confidentiality) and 20 (Notices).
- 2.4 If a conflict exists between any of the provisions contained in this Agreement and the APA, then the APA shall prevail.

3. FURTHER ASSURANCE

3.1 At the Assignees' written request the Assignors shall:

- (a) execute such documents and do such acts and things as the Assignee may reasonably require to give full effect to this Agreement, including without limitation, executing such documents as may be necessary to record with the relevant registries the transfer of the Trademarks or other registered rights as are transferred by this Agreement;
- (b) pending recordal with the relevant registries of the transfer of such Trademarks or other registered rights as are transferred by this Agreement, and solely to the extent necessary because the Assignees are not permitted by the rules of the registries in question to do so itself at the written request of the Assignees pay such renewal fees and take such administrative actions as are necessary to maintain, or (as the case may be) proceed with existing applications for, the trademarks or other registered rights; and
- (c) pending recordal with the relevant registries of the transfer of such Trademarks or other registered rights as are transferred by this Agreement, Assignors shall promptly forward to the Assignees all correspondence and documents received by the Assignors intended for the owner of such rights.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Agreement is governed by and shall be construed in accordance with the laws of the Kingdom of Spain.
- 4.2 The Parties expressly submit all disputes arising out of or in connection with this Agreement to arbitration.
- 4.3 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.
- 4.4 The Arbitration shall be seated in Madrid. The parties agree that English will be the language of the arbitration.

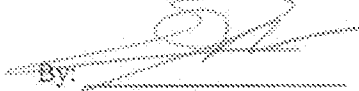
AS WITNESS this Agreement has been signed in counterparts by the Parties in Barcelona and on the date stated at the beginning of this Agreement.

SIGNATORIES

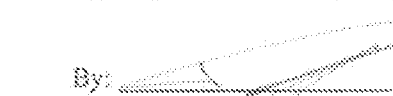
PASSWORDBANK TECHNOLOGIES, S.L.

By: 
Name: Alfredo Armatiz Miguel
Title: ~~ADJUNTO~~
Date: 01/09/2013

SYMANTEC CORPORATION

By: 
Name: Inigo del Val Torre
Title: ~~ADJUNTO~~
Date: 01.09.2013

PASSWORDBANK TECHNOLOGIES, INC.

By: 
Name: Roger Casals Andreu
Title: ~~CEO~~
Date: 1-7-2013

SYMANTEC LIMITED

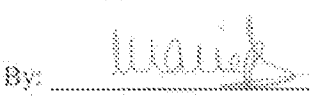
By: 
Name: María Pérez-Hernández Durán
Title: ~~ATTORNEY~~
Date: 01/09/2013

EXHIBIT 1
TRADEMARKS

- (1) PasswordBank Trademark as registered in the Oficina Española de Patentes y Marcas with the Mark number 2767099
 - * Assignor: PASSWORDBANK TECHNOLOGIES, S.L.
 - * Assignee: SYMANTEC LIMITED

- (2) Trademark "PasswordBank" registered in the USPTO with the Serial number 77968011 and Registration number 3869981
 - * Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - * Assignee: SYMANTEC CORPORATION

- (3) Trademark "The IAM & SSO Company" registered in the USPTO with the Serial number 77944397 and Registration number 3930237
 - * Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - * Assignee: SYMANTEC CORPORATION

- (4) PasswordBank Logo as registered in the USPTO with the Serial number 85279332 and Registration number 4159981
 - * Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - * Assignee: SYMANTEC CORPORATION

